

SEWERAGE AND WATER BOARD OF NEW ORLEANS

REQUEST FOR PROPOSAL



PROFESSIONAL GENERAL LIABILITY, PROPERTY DAMAGE, EXTERNAL DAMAGE, UTILITY DAMAGE, SELA, AND EXTENDED WORKERS' COMPENSATION CLAIM SERVICES

Proposal Due Date: December 3, 2021

Proposal Due Time: 11:00 a.m.

NOTE TO PROPOSERS:

- 1) Submit the separate set of Proposal Forms with all required information as your Proposal.
- 2) Retain the complete set of Specifications and Contract Documents for your file.

REQUEST FOR PROPOSALS

PROFESSIONAL GENERAL LIABILITY, PROPERTY DAMAGE, EXTERNAL DAMAGE, UTILITY DAMAGE, SELA, AND EXTENDED WORKERS' COMPENSATION CLAIM SERVICES

The Sewerage and Water Board of New Orleans (the "Board") is soliciting proposals for professional claims services. The Board is responsible for providing sewer, water, and drainage services to the city of New Orleans and operates 24 hours a day, 365 days a year. Additionally, the Risk Management Department is responsible for general liability, property damage, external damage, utility damage, SELA, and extended Workers' Compensation claims investigation. Therefore, the Risk Management Department seeks to engage a Professional Claims Service to assist in investigating claims and preparing files for general liability, property damage, external damage, utility damage, SELA, and extended Workers' Compensation claims on an immediate, on-call basis.

Sealed proposals will be received by the Sewerage and Water Board of New Orleans (SWBNO) Purchasing Department until **December 3, 2021 11:00 a.m.** local time at 625 St. Joseph St., Room 133, New Orleans, Louisiana 70165.

Copies of the solicitation and related information are available from the SWB's website at https://www2.swbno.org/business_bidspecifications.asp

Proposal reading will be conducted on **December 3, 2021 at 1:00 p.m.** via telephone conference: Only names of respondents will be read.

Microsoft Teams Meeting for RFP reading: [+1 504-224-8698](tel:+15042248698) Phone Conference ID: 655 488 82#

A **mandatory** pre-proposal meeting for this project will be held at **10:00 am local time, on November 16, 2021**. At this meeting, staff will discuss the minimum qualifications, proposal requirements, and submittal requirements. Proposers must attend this mandatory meeting via a teleconference by joining the meeting via telephone with the following access information:

Microsoft Teams meeting for mandatory pre-proposal conference: [+1 504-224-8698](tel:+15042248698) Phone Conference ID: 762 772 677#

All questions must be submitted in writing regarding this RFP via email to Erin Weaver eweaver@swbno.org no later than November 18, 2021 by 5:00 pm CST.

SWBNO will not accept proposals submitted by fax. All proposals **must be received** by the SWBNO on or before the Delivery Deadline. The SWBNO will not accept proposals delivered after the said deadline. The SWBNO will not credit delivery claims not clearly documented by original receipt.

The right to reject any and all proposals is reserved by the SWBNO.

*Note: SWBNO has elected to use LaPAC, the state's online electronic bid posting and notification system, in addition to its standard means of advertising this requirement. LaPAC is

resident on State Purchasing's website at

<https://wwwcfprd.doa.louisiana.gov/OSP/LaPAC/dspBid.cfm?search=department&term=181>

and is available for vendor self-enrollment. In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting dates. Though not required if receiving solicitation and addenda notices from LaPAC, SWBNO will mail addenda to all vendors contacting our office and requesting to be put on our office Vendor Listing for this solicitation.

I. Submission Instructions

Respondents shall submit "sealed" responses to:

The Sewerage & Water Board of New Orleans (SWBNO)
Purchasing Department
625 St. Joseph Street, Room 133
New Orleans, LA 70165

Submissions shall be submitted **no later than 11: 00 a.m. on December 3, 2021 (CST)** (the "Submission Deadline") **in a sealed** envelope marked "**PROFESSIONAL GENERAL LIABILITY, PROPERTY DAMAGE, EXTERNAL DAMAGE, UTILITY DAMAGE, SELA, AND EXTENDED WORKERS' COMPENSATION CLAIM SERVICES**" bearing the Respondent's name and address. Late submissions will not be accepted.

You must submit One (1) original, signed copy of the Response marked "Original"

Point of Contact

All correspondence and other communications regarding this RFP shall be directed to:
Sewerage and Water Board of New Orleans
Purchasing Department, Erin Weaver
504-585-2124
625 St. Joseph Street, Room 133
New Orleans, Louisiana 70165
Email: eweaver@swbno.org

II. Prohibition of Communication

From the date of initial advertisement until the Board's selection of the Professional Claims Service, Respondents (including potential Respondents) and any person acting for any of them shall not communicate with any Board officer or employee, except for the point of contact identified above, concerning this RFP. This prohibition does not apply to oral communications at solicitation conferences or at evaluation committee meetings concerning this RFP. This prohibition does not apply to communications at any time with any Board employee or elected official regarding matters not concerning this RFP.

III. Questions & Addenda

The Board will attempt to answer questions submitted to the point of contact no later than seven (7) days before the Submission Deadline. Any request received after that time may not be reviewed. Questions must be submitted in writing and must include the Respondent's name, address, and telephone number. In its discretion, the Board may respond to questions and inquiries by written addenda posted on the Board's website prior to the Submission Deadline.

Respondents shall not rely on any representation, statement or explanation other than those made in this RFP and any addenda. If there is a conflict between this RFP and any addenda, the last addendum issued will prevail.

IV. Ownership

All Responses, including any submitted documents, to this RFP or any resulting solicitation are the property of the Board for all purposes. Respondents must clearly mark individual documents or information that the applicant claims are exempt from public record disclosure and specifically justify the exemption. The Board does not guarantee the confidentiality of submissions.

V. Effect:

This RFP and any related discussions, evaluations, proposals, or resulting solicitations by the Board or any person on its behalf create no rights or obligations whatsoever except as provided in this RFP. The Board may cancel or modify this RFP or any resulting solicitation at any time at will, with or without notice. Anything to the contrary notwithstanding, any professional services agreement executed by the Board will be issue the exclusive statement of rights and obligations extending from this solicitation.

VI. Responses

The Board will not accept Responses submitted by facsimile. All Responses must be received by the Board on or before the Submission Deadline. The Board will not accept Responses delivered after the Submission Deadline. The Board will not credit delivery claims not clearly documented by original receipt.

RFP responses should clearly demonstrate the applicant's ability and experience to perform the needed services and attend all factors applicable in a professional relationship. **Responses must materially meet the minimum qualifications as outlined under Attachment "A"-Needed Services.** Responses should include detailed resumes or curricula vitae for the key team members performing the services, a firm resume and a response to the qualification review criteria.

A Response must include:

- A cover letter containing, a statement of interest indicating the firm's interest in the project and highlighting its qualifications to perform this project including the Respondent's full legal name, address, and primary contact for this RFP (including name, telephone number and e-mail address);
- A description of the Respondent's relevant experience, licensure, and membership in professional organizations;
- Detailed resumes or curricula vitae for the Respondent(s) who will perform the services including three (3) customer references and contact information for entities with whom your firm has provided similar services.
- A description of the Respondent's proposed plan to comply with the Board's Disadvantaged Business Enterprise Program in connection with any contract arising from this RFP; and

- A statement dated and signed by the Respondent's authorized representative: "By submitting this Response, Respondent agrees to the Contract Terms as provided in Attachment "B" to the RFP and agrees to make good faith efforts to comply with the requirements of the Board's Disadvantaged Business Enterprise Program in any project arising from this RFP, and expressly waives any future right to contest these provisions or their inclusion in any professional services agreement arising from this RFP."
- Submit proposals and certifications for all project personnel as well as the attorney's proposals.
- Submit a portfolio of directly relevant work experience within the past five (5) years.
- Provide references, especially in like services, including performance of legal services for a municipality.
- Provide a firm and/or attorney resume, showing years in business, business stability and how long key personnel have been with the company.
- Fees in separate envelope reviewed after initial grading

Required Attachments:

Proposers are required to complete the following attachments and submit along with their hardcopy and electronic Proposal submission:

- Attachment "D" ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET
- Attachment "E" CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

All other Attachments are supplied by the Sewerage & Water Board of New Orleans as information. **The following Attachments will only be requested from the successful Proposer prior to obtaining a contract:**

- Attachment "E" NON-SOLICITATION AFFIDAVIT
- Attachment "F" CONVICTED FELON AFFIDAVIT

FAILURE TO COMPLETE THE REQUIRED ATTACHMENTS MAY RESULT IN THE DISQUALIFICATION OF A PROPOSAL.

The Board participates in the State and Local Disadvantaged Business Enterprise Program ("SLDBE") which also includes the Board of New Orleans ("Board"), New Orleans Aviation Board ("NOAB"), and Harrah's Casino ("Harrah's). These agencies have agreed to grant one another reciprocity with respect to the businesses certified as DBEs.

The respondent must select a DBE(s) from the following list to be compliant with the Board's DBE contract goal: www.swbno.org. If respondent selects a DBE(s) from the above list, it can be safely assumed that the business is certified with all three agencies.

VII. Evaluation Process

The Contract Administrator must establish a Selection Evaluation Committee with relevant subject-matter expertise to review and evaluate Responses to the RFP in accordance with the

The Selection Evaluation Committee shall first evaluate the proposals on the basis of criteria other than price. The members on the Selection Evaluation Committee shall either complete the numerical grading and provide a written explanation stating the reasons for the rating for each criteria, or, if using the wholly qualitative evaluation criteria, the members shall provide a rating of a proposal as highly advantageous, advantageous, not advantageous, or unacceptable and state the reasons for the rating for each criteria.

The Selection Evaluation Committee will evaluate, grade, and rank Responses based on the following technical criteria according to the principles of the Sewerage and Water Board's Professional and Personal Services Procurement Policy Memorandum No. 95.

VIII. Technical Criteria

- (45%) Specialized experience and technical competence
- (35%) Performance history, including, competency, responsiveness, work quality and the ability to meet schedules and deadlines.
- (10%) Maintenance of an office, residence or domicile in Orleans Parish, to the extent permitted by law.
- (10%) Willingness to promote full and equal business opportunities in accordance with the Board's State-Local Disadvantaged Business Enterprise Program.

IX. Anticipation RFP Response Timetable

<i>Item</i>	<i>Anticipated Schedule</i>
<i>RFP release</i>	<i>November 8, 2021</i>
<i>Pre-proposal Conference</i>	<i>November 16, 2021 @ 10:00 via teleconference</i>
<i>Deadline to receive written inquiries</i>	<i>November 18, 2021 by 5:00 p.m.</i>
<i>Deadline to answer written inquiries</i>	<i>November 22, 2021 by 5:00 p.m.</i>
<i>Proposal Due Date</i>	<i>December 3, 2021 11:00 a.m.</i>
<i>Proposal opening Time</i>	<i>December 3, 2021 @ 1:00 p.m.</i>
<i>Oral discussions with proposers</i>	<i>TBD</i>
<i>Notice of Intent to Award to be mailed</i>	<i>TBD</i>
<i>Contract Initiation</i>	<i>TBD</i>

The Board will make every effort to administer the RFP process in accordance with the terms and dates discussed in this solicitation. However, the Board reserves the right to modify the RFP process and dates as deemed necessary at its sole discretion.

X. Contract Selection

Each proposal submitted by a Qualified Respondent from the RFP process will be evaluated by the Selection Evaluation Committee in accordance with the principles of the Sewerage and Water Board's Professional and Personal Services Procurement Policy Memorandum No. 95. Qualified respondents will be provided with a copy of the RFP if one is issued.

Any qualified firm selected to perform services must enter into a written, non-exclusive professional services agreement with the Board that will include the Board's Contract Terms as provided in Attachment "B" to the RFP and may include additional required terms as identified in the solicitation or as required by the Board. **The Board reserves the right to modify the selection process as deemed necessary.**

ATTACHMENT “A”

Needed Services

The Board operates with an in-house Office of Special Counsel, which handles all litigation matters. The Professional Claims Service will be required to coordinate activities between the Risk Management Office, the Office of Special Counsel, and any agency or entity required to process claims.

Professional claims services needed related to assisting in investigating claims and preparing files for general liability, property damage, external damage, utility damage, SELA, and extended Workers' Compensation claims on an immediate, on-call basis.

The third-party administrator is expected to perform claim services including, but not limited to, the following:

- a. General Liability, Property Damage, and SELA Claims:
 - Onsite investigation;
 - Secure statements from parties and witnesses;
 - Obtain police reports;
 - Appraise property damage;
 - Photograph scene and property;
 - Prepare full and final report;
 - Have after-hours, on-call capabilities;
 - Collect and compile documentation to support liability and damages for claim submission;
 - Communicate with appropriate Board staff, other utility providers' personnel, outside counsel, and other parties as necessary to determine liability and provide damage assessments;
 - Make recommendations for third party recoveries.
- b. Utility and External Damage Claims:
 - Onsite investigation;
 - Interview employees, supervisors, contractors, witnesses, and other parties;
 - Photograph scene and property;
 - Appraise property damage;
 - Determine cause of utility and external damage and responsible party;
 - Conduct preliminary safety investigation and determine root cause of incident in utility damages;
 - Assess damages for potential financial costs;
 - Have after-hours, on-call capabilities;
 - Make recommendations for third party recoveries;
 - Collect and compile information and documentation for external damage claim files; and
 - Prepare full and final report.
- c. Extended Workers' Compensation Claims:
 - Review and provide recommendations on extended claims open more than one year;
 - Collect and organize all required documentation;
 - Assess legal and policy implications of actions on extended claims;

- Conduct cost/benefit analysis on extended claims to determine most fiscally appropriate course of action;
- Prepare an outline on extended claims with an action plan when assigned;
- Communicate with appropriate Board staff, outside counsel, and other parties as necessary to collect information and documentation.

Scope

The scope of claim services will include these elements:

a. Conduct onsite investigations of general liability, property damage, external damage, utility damage, SELA, and extended Workers' Compensation claims

The claims service is expected to respond to each claim within one (1) hour if an emergency, and within 24 hours on appraisal requests to collect evidence to support a final report.

b. Set up file

Set up a claim file within 24 hours of receipt of the claim and send an acknowledgement letter of all new files opened. Set up current ongoing claims in the system.

c. Set reserves

Assign an initial reserve.

d. Investigation report

The claims service is expected to investigate and submit a full and final report within seventy-two (72) hours to the Risk Manager and/or Special Counsel of the Sewerage and Water Board for approval. The report shall include a summary of contact with the claimant for additional claim details, requests for information regarding the claim from the Board and field work, if appropriate, which shall include photographs, measurements, and the extent of defects.

e. Appraisal Presentation

The claims service is expected to have the ability and software to present a dependable appraisal of property damage.

f. Litigation

In the event that the Board is served with a summons or complaint, the Claims Investigator will mail or email a copy of the summons or complaint to the claims service provider. The claims service provider may also be required to attend settlement conferences, mediations, and/or court trial hearings.

g. Claims Management System Reporting

The Claims Administrator shall provide monthly and statistical reporting that shall include, but is not limited to: claims opened and closed each month; current open claims; all claims by date; all claims by payment type; and all litigated claims divided by defense counsel, if applicable. There shall be a separate report that only lists those claims reserved at \$25,000 or above. These statistical reports shall be supplied to the Board no later than the 5th day of each month.

h. Contractor Transition

The Former Contractor shall collaborate with the Prevailing Contractor in transitioning the Claims Process from the Former Contractor to the Prevailing Contractor. Both the Former Contractor and the Prevailing Contractor will coordinate in the transfer of SWBNO data and records to ensure the accurate and historical integrity of the Claims Process is preserved.

Sewerage and Water Board of New Orleans
Request for Proposal

**PROFESSIONAL GENERAL LIABILITY, PROPERTY DAMAGE,
EXTERNAL DAMAGE, UTILITY DAMAGE, SELA, AND
EXTENDED WORKERS' COMPENSATION CLAIM SERVICES**

Attachment "B"

REQUIRED CONTRACT TERMS

I. Duration

- A. Initial Term. The initial term of this Agreement is one (1) year from the effective date of this Agreement.
- B. Extension. The Board may extend the term this Agreement for up to four (4) successive one (1) year periods pursuant to validly executed amendments, provided that: any extension of this Agreement shall be subject to and contingent upon the allocation and encumbrance of funds; and the Board determines that the extension facilitates the continuity of services provided under this Agreement.

II. Termination

- A. Termination for Convenience. The Board may terminate this Agreement at any time during the term of the Agreement by giving the Contractor written notice of its intention to terminate at least thirty (30) days before the intended date of termination. In the event Board elects to terminate for convenience, the Board shall be obligated to pay Contractor only for those services performed up to and through the date of termination.
- B. Termination for Cause. The Board may terminate this Agreement immediately for cause. "Cause" includes, without limitation, any failure to perform any obligation or abide by any condition of this Agreement, including without limitation failure to comply with the requirements of the Board's Economically Disadvantaged Business Enterprise program. If the Contractor challenges a termination for cause by the Board and prevails, the termination for cause will be deemed to be a termination for convenience and shall be effective thirty (30) days from the date that the original written notice of termination for cause was given to the Contractor and no further notice shall be required.

III. Indemnity

- A. Indemnity. To the fullest extent permitted by law, the Contractor will indemnify, defend, and hold the Board, its officials, employees, and agents (the "Indemnified Parties") harmless from and against:
 - 1. Any and all claims, demands, suits, judgments of sums of money to any party accruing against the Board for loss of life or injury or damage to persons or property growing out of, resulting from, or by reason of any act or omission or the operation of the contractor or any of its subcontractors, or any of its or their agents, servants, employees, while engaged in or about or in connection with the discharge or performance of the services to be done or performed by the Contractor under this Agreement.
 - 2. Any and all claims and/or liens for labor, services, or materials furnished to the Contractor in connection with the performance of its obligation under this Agreement.

- B. Limitation. The Contractor's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither the Contractor nor any of its agents, subcontractors, or employees contributed to such gross negligence or willful misconduct.
- C. Independent Duty. The Contractor has an immediate and independent obligation to, at the Board's option: (a) defend the Board from or (b) reimburse the Board for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false, or fraudulent; or (b) the Contractor is ultimately absolved from liability.
- D. Expenses. The Contractor will bear all expenses, including without limitation the Board's reasonable attorney fees and expenses, incurred by the Board in enforcing this indemnity.

IV. Insurance

Contractor shall maintain at his own expense and in good standing, such insurance as will protect the Board, the City of New Orleans, their officers, officials, employees, boards, commissions, and volunteers, and the Contractor himself, from and against any and all claims or damages to public or private property or personal injury, including death, to employees or the public, which may arise from any operations under this contract or any of its subcontracts. The coverage shall contain no special limitations on the scope of protection afforded to the Board or the City. Both the Board and the City shall appear as "Additional Insured" on all Commercial General Liability and Business Automobile Insurance. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Board and the City, their officers, officials, employees, boards and commissions, and volunteers. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

If this transaction requires the Contractor or subcontractor's employees to enter the Board's facilities or job sites, a senior employee of the Contractor and/or any subcontractor will review the Board's Safety Orientation Notice (Notice), and will explain this Notice to every employee who will enter Board facilities. This Notice is included as a part of the specifications for this contract.

Contractor and its insurers shall agree to waive all rights of subrogation, except on their Professional Liability Policy, against the Board, the City, and their officers, officials, employees, boards and commissions, and volunteers for losses arising from work performed by the Contractor for the Board and the City. Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, that has been given to the Risk Manager of the Board. In general, insurance is to be placed with insurers with a Best's rating of at least A-, although this requirement may be reviewed and modified by the Risk Manager of the Board in the best interest of the Board. The Risk Manager may also consider performing such review upon written request from Contractor. Contractor shall furnish the Board with certificates of insurance affecting coverage required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The certificates of insurance are to be received and approved by the Risk Manager of the Board before work commences. In the event of a claim, Contractor shall make applicable

insurance policies available for review by the Board. Contractor shall retain its rights to restrict disclosure of Contractor's proprietary information.

The following are the types of insurance policies and the minimum limits of insurance coverage which shall be maintained by Contractor during the entire term of the Contract:

- a. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE**, as will protect him from claims under Worker's Compensation Laws. The Worker's Compensation section of the policy shall afford statutory limits and be in accordance with all Louisiana Worker's Compensation Statutes. The Employers' Liability limit shall not be less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee/policy limit for bodily injury by disease. Whenever any vessel or floating equipment is involved, the insurance shall afford coverage under the Federal Longshoremen's and Harbor Worker's Act, and shall also include protection for injuries and/or death to Master's and Members of the crews of vessels with statutory limits in accordance with the Jones Act.
- b. **COMMERCIAL LIABILITY INSURANCE**, with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, including Explosion, Collapse, and Underground Property Damage Hazards. The Products-Completed Operations aggregate limit shall not be less than \$1,000,000 each occurrence. The general aggregate limit shall apply separately to this project.
- c. **BUSINESS AUTOMOBILE INSURANCE**, which shall cover liability arising from any auto (including owned, hired, and non-owned vehicle). The limit of liability shall not be less than \$1,000,000 combined single limit each accident for all injuries, property damage and/or death resulting from any one occurrence.
- d. **ERRORS AND OMISSIONS/PROFESSIONAL LIABILITY INSURANCE**, whichever is applicable to the particular profession or services to be provided, with a limit of not less than \$2,000,000 each Claim, with a \$4,000,000 annual aggregate, without any restrictive "negligent error, or negligent omission" clause, and sufficient to protect the Contractor, the Board, and the City, for a five (5) year period from completion of this contract, against any and all claims which may arise from the Contractor's negligent performance of work described herein.

In addition, Contractor shall be required to furnish to the Risk Manager of the Board all copies of investigative reports with regard to any and all claims filed with the Contractor and his insurance carriers relative to the contract, with the exception of claims filed against his Workers' Compensation Insurance. Such reports shall include date, location, and description of loss as well as amounts of settlements or judgments in order that annual aggregate limits may be monitored by the Board for Contractor's compliance with these specifications.

The furnishing of insurance as provided above shall not relieve Contractor of its responsibility for losses not covered by insurance. Prior to the signing of the contract, evidence of all such applicable insurance satisfactory to the Board shall be filed with the Risk Manager of the Board. All policies shall be in insurance companies authorized to do business in Louisiana and shall remain in full force and effect until the final completion of the work and acceptance thereof by the authority of the Board. Contractor and/or his

insurer shall notify the Risk Manager of the Board at least thirty (30) days in advance of any insurance coverage to be canceled or of any insurance coverage that will expire. Contractor shall simultaneously furnish the Board evidence of new coverage to be effective the same day and hour of the expired or canceled coverage. In the event Contractor fails to submit this evidence of new coverage five (5) days prior to cancellation date or expiration date of any policy or policies, the Board will obtain the required coverage to become effective on date of cancellation or expiration of said policies. The cost of such new coverage shall be at the expense of Contractor and any expenditure incurred by the Board of this coverage will be deducted from any balance due to Contractor.

V. Representations & Warranties

The Contractor represents and warrants to the Board that, as of the effective date of this Agreement

1. The Contractor has the full power and authority to enter into and execute this Agreement and this Agreement is legally binding upon and enforceable against the Contractor in accordance with its terms.
2. The Contractor is not under any obligation to any other person that would be inconsistent with or in conflict with this Agreement or that would prevent, limit or impair in any way its performance of this Agreement;
3. The Contractor has no knowledge of any undisclosed fact that could materially adversely affect its condition (financial or otherwise), business operations, or its ability to fulfill its obligations under this Agreement;
4. The Contractor is not in breach of any federal, state or local statute or regulation applicable to the Contractor or its operations;
5. The Contractor presently has no, and will not acquire any, interest, direct or indirect, in any area in which the Project will be conducted or any other interest that would conflict in any manner or degree with the performance of this Agreement, and will not employ in the performance of this Agreement any person having any such an interest;
6. The Contractor's work will be accurate and free from any material errors and the Contractor's obligations under this Agreement will not be diminished in any way by the Board's approval of any work. It is understood that the Board, at all times, is relying ultimately upon the Contractor's skill and knowledge in performing the Agreement;
7. The Contractor has the requisite skills and expertise necessary to perform the services that may be required under this Agreement, will perform such services with the same degree of care, skill and diligence as would be ordinarily exercised by a competent practitioner of the same profession in which the Contractor is engaged in providing similar services in major United States metropolitan areas under the same or similar circumstances, and will re-perform, at the Board's option and at no additional cost to the Board, any or all of services that fail to satisfy this standard of care;
8. The Contractor has read and fully understands the terms, covenants and conditions set forth in this Agreement and is executing the same willingly and voluntarily of its own volition; and
9. All representations and warranties contained in the Agreement remain true and correct on the date of its signature and that no event has occurred that would constitute a violation or contradiction of any representations and warranties contained in the Agreement.

VI. Miscellaneous

1. Invoices. On a monthly basis, the Contractor will submit to the Board one (1) original invoice and two (2) copies with any of back-up or verification documentation required by

the Board. The invoices will be in a format previously approved by the Board and must show at a minimum all services performed in the prior month, all time expended in the performance of those services, the rates for each service provided, the costs for which the Contractor seeks reimbursement, and the amount that the Contractor claims is due for those services.

2. Independent Contractor Status. The Contractor is an independent contractor and will not be deemed an employee, servant, agent, partner, or joint venturer of the Board and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the Board.
3. Exclusion of Worker's Compensation Coverage. The Board will not be liable to the Contractor, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by the Contractor will not be considered an employee of the Board for any reason, including for the purpose of Worker's Compensation coverage.
4. Exclusion of Unemployment Compensation Coverage. The Contractor as an independent contractor, is being hired by the Board under this Agreement for hire and defined in La. R.S. 23:1472(E) and neither the Contractor nor anyone employed by it will be considered an employee of the Board for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by the parties, because: (a) the Contractor has been and will be free from any control or direction by the Board over the performance of the services covered by this contract; (b) the services to be performed by the Contractor are outside the normal course and scope of the Board's usual business; and (c) the Contractor has been independently engaged in performing the services required under this Agreement prior to the effective date of this Agreement.
5. Waiver of Benefits. The Contractor, as an independent contractor, will not receive from the Board any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the Board under this Agreement.
6. Notice. Any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested. Notices shall be effective when received, except any notice that is not received due to the intended recipient's unjustified refusal or avoidance of delivery shall be deemed received as of the date of the first attempted delivery. Each party shall be responsible for notifying the other in writing that references this Agreement of any changes in the respective addresses set forth above. Nothing contained in this Agreement shall be construed to restrict the transmission of routine communications between representatives of the Board and the Contractor.
7. Non-Discrimination. In the performance of this Agreement, the Contractor will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the Board working with the Contractor in any of Contractor's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by the Contractor. The Contractor agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VII of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

8. Non-Discrimination in Employment. In all hiring or employment made possible by, or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, affirmative action will be taken to ensure that the Contractor's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. The Contractor will require all subcontractors to comply with the requirements of this article.
9. Remedies Cumulative. No remedy set forth in this Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate, and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.
10. Survival of Provisions. All representations and warranties and all responsibilities regarding record retention, access, and ownership, cooperation with Office of Inspector General investigations, and indemnification shall survive the termination of this Agreement and continue in full force and effect thereafter.
11. Assignability. The Contractor will not assign any interest in this Agreement and will not transfer any interest in the same without the Board's prior written consent.
12. Jurisdiction & Venue. For all claims arising out of or related to this Agreement, the Contractor consents and yields to the exclusive jurisdiction of and venue in the state civil courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence, including any right of removal to federal court based upon diversity of citizenship.
13. Governing Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provision.
14. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach will not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.
15. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.
16. Rules of Construction. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Agreement will be construed or resolved in favor of or against the Board or the Contractor on the basis of which party drafted the

uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender will include the neutral and other gender.

17. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Agreement.
18. Non-Exclusivity for the Board. This Agreement is non-exclusive, and the Board may engage the services of others for the provision of some or all of the work to be performed under this Agreement.
19. Conflict of Interest. The Contractor expressly acknowledges that this Agreement is for the performance of professional legal services on behalf of the Client, the Sewerage and Water Board of New Orleans. Therefore, the Contractor further acknowledges that it is bound by the Louisiana Rules of Professional Conduct. The Contractor represents that it has performed a conflicts check and affirms that no actual, perceived, or potential conflicts exist. The Contractor acknowledges that it has an ongoing obligation to identify potential conflicts and to decline representation which presents a conflict. Any request for a conflict waiver must be presented to the Special Counsel in writing in accordance with the Louisiana Rules of Professional Conduct. Nevertheless, the Special Counsel is under no obligation to approve conflict waiver requests.
20. Prohibition Against Financial Interest in Agreement. No elected official or employee of the Board shall have a financial interest, direct or indirect, in this Agreement. For purposes of this Section, a financial interest held by the spouse, child, or parent of any elected official or employee of the Board shall be deemed to be a financial interest of such elected official or employee of the Board. Any willful violation of this provision, with the expressed or implied knowledge of the Contractor, shall render this Agreement voidable by the Board and shall entitle the Board to recover, in addition to any other rights and remedies available to the Board, all monies paid by the Board to the Contractor pursuant to this Agreement without regard to the Contractor's satisfactory performance of such Services.
21. Ownership of Records. Upon final payment, all data collected and all products of work prepared, created or modified by Contractor in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Contractor's personnel and administrative records and any tools, systems, and information used by the Contractor to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of Board and the Board will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the Board's name. No Work Product may be reproduced in any form without the Board's express written consent. The Board may use and distribute any Work Product for any purpose the Board deems appropriate without the Contractor's consent and for no additional consideration to the Contractor.
22. Ownership Interest Disclosure. The Contractor will provide a sworn affidavit listing all persons, natural or artificial, with an ownership interest in the Contractor and stating that no other person holds an ownership interest in the Contractor via a counter letter. For the purposes hereof, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Contractor fails to submit the

required affidavits, the Board may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required affidavits are submitted.

23. Subcontractor Reporting. The Contractor will provide a list of all persons, natural or artificial, who are retained by the Contractor at the time of the Agreement's execution and who are expected to perform work as subcontractors in connection with the Contractor's work for the Board. In regard to any subcontractor proposed to be retained by the Contractor to perform work on the Agreement with the Board, the Contractor must provide notice to the Board within thirty (30) days of retaining said subcontractor. If the Contractor fails to submit the required lists and notices, the Board may, after thirty (30) days' written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payments until such the required lists and notices are submitted.
24. Modifications. This Agreement shall not be modified except by written amendment executed by authorized representatives of the parties.
25. Non-Solicitation Statement. The Contractor swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. The Contractor has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement
26. Convicted Felon Statement. The Contractor swears that it complies with Board Code §2-8 (c). No Contractor principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
27. Complete Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

Attachment C

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

In accordance with the adoption of Resolution R231-97, the Sewerage and Water Board of New Orleans has established a race and gender-neutral Disadvantaged Business Enterprise (DBE) Plan. The prime contractor shall be required to make a demonstrated good faith effort to award (35%) percent of the amount of the contract to certified disadvantaged business enterprises as **service providers or suppliers performing commercial useful functions which are consistent with the services or supplies required on this contract.** The percent participation having been determined for this specific contract by recommendation of the **Staff Contract Review Committee (SCRC)**, which is comprised of Sewerage and Water Board staff members. This percentage requirement shall be considered an informality which is subject to modifications and may be waived or adjusted by the Sewerage and Water Board of New Orleans if the prime contractor, after having demonstrated a good faith effort, is unable to comply with the requirement.

DEMONSTRATED GOOD FAITH EFFORTS

Before receiving an award of the contract, the contractor must meet the DBE goals or prove that he/she has made a demonstrated good faith efforts. To determine whether a particular contract bidder has made demonstrated good faith efforts to reach the DBE participation goal, the Board and its staff will consider the following:

- a. whether the contractor attended all pre-bid meetings that may have been scheduled by the Board to inform DBE firms of subcontracting opportunities and/or requested the Board Directory of Certified DBE firms;
- b. whether the contractor advertised in general circulation and trade association publications, concerning the DBE subcontracting opportunities, and allowed the subcontractors reasonable time to respond;
- c. whether the contractor provided written notice to a reasonable number of individually named DBE firms and allowed sufficient time for the DBE firms to participate effectively;
- d. whether the contractor followed up initial solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested in bidding;
- e. whether the contractor selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation);
- f. whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;

- g. whether the contractor negotiated in “good faith” with interested DBEs and did not reject DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
- h. if the contractor did reject a DBE as unqualified, the contractor must state his or her reason for doing so in writing;
- i. whether the contractor has used the services of available community organizations and small and/or disadvantaged business groups; local, state and federal small or disadvantage business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBE firms;
- j. whether the contractor has made sufficient efforts to negotiate with DBEs for specific sub-bids, including at a minimum:
 - (1) names, addresses, telephone numbers of DBEs that the contractor contacted,
 - (2) a description of information provided to those DBE firms, and
 - (3) a statement of why additional agreements with DBEs were not reached to include but not limited to proof the DBEs’ price exceeded that of non-DBEs.

1. Policy:

It is the policy of the Board that DBE firms, as defined in the Board’s Disadvantaged Business Enterprise Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of the Board’s publicly bid contracts. Consequently, the SCRC and the Board have set the DBE participation goal applicable to this Professional Service and/or Goods and Service contract.

2. DBE Obligation:

The Board and its contractors agree to ensure that DBEs, as defined in the Board’s Disadvantaged Business Enterprises Plan, shall have the maximum allowable opportunity to compete for the award of the participation in the performance of contracts and subcontracts provided under this agreement. In this regard, contractors shall take all necessary and reasonable steps in accordance with this DBE Plan to ensure that DBEs have the maximum allowable opportunity to compete for such contracts. The Board and its contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of the Board’s publicly bid contracts.

3. Utilization of DBE Vendor Listings:

All bidders are required to utilize the most recent Sewerage and Water Board State-Local Disadvantaged Business Enterprise Program Approved Vendor Listings for **Goods & Services/Professional Services**, in their selection of DBE entities to meet DBE participation goals. **Bidders are required to utilize DBE's as service providers or suppliers only in the areas for which they are certified. A description of the areas of work that DBE's can provide is contained in these vendor listings.** In addition, an alphabetical list of vendors/contractors is provided indicating the name of the company, address, name of owner, telephone number, fax number, the date the company became certified, and a description of the work that these entities are certified to perform. **Companies that are already certified as a DBE cannot fulfill the DBE requirements by listing themselves as the subcontractor to meet the DBE goal. The prime contractor shall select another DBE from the Sewerage and Water Board's Approved Vendor Listing.**

4. Contacting DBE's and Obtaining a Firm Price

All prime contractors/vendors are required to contact DBE's and obtain a firm price before listing the DBE's on the Participation Summary Sheet. As confirmation of established contact, bidder will include with their Participation Summary Sheet submission a signed correspondence from the SLDBE subcontractor on their own letterhead that reaffirms negotiated terms such as scope of work and monetary compensation.

5. Failure to Comply with DBE Bid Specifications:

All bidders for this Board contract are hereby notified that failure to comply with the above DBE specifications may constitute the bid as being non-responsive, and sufficient cause for rejection.

6. Failure to Carry Out DBE Policy:

All bidders, potential contractors, or subcontractors for this Board contract are hereby notified that failure to comply with the DBE policy and DBE obligations, set forth above, shall constitute a breach of contract which may result in termination of the contract or such other remedy as deemed appropriate by the Board, to include excluding bidder from bidding on future Board contracts.

7. Setting Minimum Participation Goals:

The stated minimum percentage DBE participation goal recommended by SCRC and approved by the Board applies to the work of this contract. Bids which are not accompanied by a properly completed Schedule of DBE Participation Summary Sheet showing that at least the percentage goal of the total contract bid price will be subcontracted or otherwise awarded through procurement action to DBEs shall be considered unresponsive, unless:

- a. An affidavit is furnished by the bidder with its bid showing that the DBE goals cannot be met for the following reasons:
 - (1) No DBE firms made offers. Here, it must be shown, documented and demonstrated that good faith efforts (as defined in Part III, D, 2. of the Board's DBE plan) were made by the bidder to obtain the participation of DBE firms and that they did not respond, or
 - (2) The DBE offers made and accepted for subcontract and/or material supplies do not total the stated goal for participation, but total a lesser percentage, and
 - (3) The bidder was unable to obtain DBE further participation, despite his or her demonstrated good faith efforts (as defined in Part III, D, 2 of the Board's DBE Plan) to obtain additional participation by DBE firms.
- b. Each of the assertions made by the bidder must be supported by documentary evidence.

8. Other Clauses Unaffected:

Nothing contained herein shall invalidate, change, annul, release, restrict, or affect the liability on the bonds or insurance given by the contractor, or the time required for completion of the contract.

9. Determination of Efforts to Meet Goals:

Initial determination of bidder efforts to meet the DBE participation goal shall be based on the DBE participation representations submitted with the bid. Bidders shall submit all the forms required herein with their bids, and the DBE office will examine the contents thereof. The Board's DBE Officer may, if deemed advisable, request further information, explanation, or justification from any bidder.

10. Contract Monitoring:

- a. The Board's DBE Office will monitor contractor during the operation of the contract to insure that the contractor meets all of its DBE obligations as specified in the contract bid. The Board's DBE office shall establish rules and regulations, to be approved by the Board, for the ongoing monitoring of contractor compliance.

- b. Disadvantaged Business Enterprise Program Office personnel or their designated representative shall be allowed to conduct periodic monitoring of contractors' compliance with the agreed to Disadvantaged Business Enterprise Program participation requirements. Contractors shall be required to complete and return to the Disadvantaged Business Enterprise Program Office in the time required all requests for information and data relative to the contractors' activities in meeting the required Disadvantaged Business Enterprise participation goal. Additionally, Disadvantaged Business Enterprise Office personnel or their designated representative shall have access to contractor and subcontractor(s) records pertaining to, but not specifically limited to labor, costs and materials supplied and used on the Board contract, as well as inspection and photocopying of any and all contracts, agreements and correspondence relative to the Disadvantaged Business Enterprise contract participation requirements. Such inspection will be performed during normal business hours, and will be conducted in such a fashion so as to minimize interference with production of the contract. Visits may be made to job sites, as well as to administrative offices of the contractor and subcontractor(s) participants. Such inspection and on-site visits may be scheduled with or without prior notice to the contractor or Disadvantaged Business Enterprise subcontractor participant. Contractors' failure to comply with these monitoring requirements may result in termination of the contract or such other remedy as deemed appropriate by Board.

11. Maintaining Records:

Subsequent to the completion of a contract, contractors are required to maintain for three (3) years such records as are necessary to determine compliance with their DBE obligations. During construction, or performance of the DBE obligations, contractors shall submit reports as requested to enable the DBE Office to monitor this compliance.

12. Umbrella Bonding:

On contracts where subcontracting exists and where practicable (i.e., when a substantial risk or financial hardship would not be incurred by the prime contractor), the contractor may use an umbrella bond to encompass the DBE firm.

13. Board Action to Seek Compliance:

The contractor consents to such appropriate actions taken to ensure that prime contractors and subcontractors comply with the DBE provisions, to include but not limited to:

- a. desk audits to review all material, and information concerning the contractor's compliance;
- b. on-site reviews that may include interviews, visits to project locations, and inspection of documents and/or information not available at the desk audit that pertains to the contractor's compliance;
- c. any additional investigation that may be called for by a lack of proper record keeping, failure of the prime contractor to cooperate; failure of DBEs to cooperate; visible evidence unsatisfactory performance; other evidence as may warrant further investigation.

14. Non-Compliance Finding:

The Board staff will make compliance determinations regarding its prime contractors. Documentation of noncompliance will include the specific areas in which the contractors failed to comply. In these instances, appropriate legal action consistent with the DBE and other contract provisions will be taken.

15. Contractor's Duties

a. Record Keeping

Successful bidders shall establish and maintain records and submit regular reports to the DBE office as required, which will identify and assess progress in achieving DBE subcontract goals and other DBE participation efforts.

b. Failure To Comply With EDBP Participation Requirements

Failure to comply with any of the EDBP requirements of this contract shall constitute a violation of the terms and conditions of this contract and a cause for the termination of the contract at the option of the Board.

Such violations shall include, but not limited to:

Failing to meet the percentage participation requirements as set out in the contract documents.

Failing to use certified EDBP contractors/vendors in performing the

scope of work as identified in the contract documents (EDBP participation summary sheet).

Failing to comply with the “monitoring of EDBP requirements” included herein as part of the contract, such as contractors:

Failure to submit quarterly report and any other necessary reports timely and adequately as required by the EDBP Office.

Failure to grant access to contractor/subcontractor records by EDBP Office personnel, and

Failure to allow on-site investigations and visits, etc.

Failing to report the removal or termination of a certified EDBP vendor/subcontractor.

Failing to secure authorization for replacement of certified EDBP subcontractors from the Director of the Economically Disadvantaged Business Program.

In Lieu of termination the Board, through the EDBP Office, may impose the following penalties:

Withhold from the contractor in violation up to 10% of all future payments due to the contractor, until such time as the violations have been corrected.

Withhold from the contractor in violation, all future payments until such time as the violations have been corrected.

c. Subcontract Clause

All bidders and potential contractors must assure the Board that they will include the above clauses in all agreements, which offer further subcontracting opportunities.

d. Contract Award

Bidders are hereby advised that meeting DBE subcontract goals or making a demonstrated good faith efforts to meet such goals are conditions of being awarded and maintaining construction, procurement, or professional services contracts by the Board.

e. Restrictions on DBE Subcontracting

No **DBE** subcontractor or vendor selected to perform work as a **DBE** on a Sewerage and Water Board contract will be allowed to subcontract any portion of its work to a Non-Board certified **DBE**, unless the work to be performed is necessary for the execution of the contract and there are no Board certified **DBE**'s available to perform such work.

This process will require that each **DBE** participant performing work on a Sewerage and Water Board funded contract submit a request to subcontract out any portion of work deemed necessary for execution of the contract to the Board's **EDBP** office. On a form provided by the **EDBP** office, the **DBE** contractor or vendor will indicate the dollar amount of work to be subcontracted, the specific scope or nature of the work, the percentage of the total amount of work to be performed by the **DBE** subcontractor and vendor, and the entity to whom the work will be subcontracted.

Both prime and **DBE** subcontractors are advised that the failure to comply with these requirements may result in the loss of **DBE** certification and non-compliance by the prime contractor in meeting **DBE** contractual obligations.

f. Changes In DBE Participation

The prime contractor will not be allowed to make changes in DBE participation without submittal of a written request explaining reason, a revised Participation Summary Sheet and approval by the Director of the Economically Disadvantaged Business Program. Failure to comply with these requirements may result in non-compliance by the prime contractor in meeting DBE contractual obligations.

16. POLICY TO ENHANCE THE USE OF DBE VENDORS

All vendors/contractors are encouraged to identify and use S&WB certified **DBE** vendors to the fullest extent possible in major as well as minor purchases of heavy equipment, hardware supplies, etc.

The Sewerage and Water Board has a long-standing commitment to fairness and equal opportunity in hiring and contracting. As such, the workforce of contractors/vendors is encouraged to be representative of a diverse population. Achievement of the full benefits of diversity will only come when an attitude of inclusion is adopted.

The Sewerage and Water Board believes that developing such a policy would be a positive step to increase the dollar value of contracts awarded to **DBE** vendors and subcontractors.

17. ACCESS TO APPROVED VENDOR LISTS

The current listings of Vendors approved by the Sewerage and Water Board are available for use by the bidders on the Sewerage and Water Board external Website, WWW.SWBNO.ORG.

Attachment D

ECONOMICALLY DISADVANTAGED BUSINESS PARTICIPATION SUMMARY SHEET

Minimum Percentage Goal Participation for this Contract is 35%

Contract Name Professional General Liability and Property Claim Services

Name and Address of Disadvantaged Business Enterprise Company	Name of Contact Person	Scope of Work to be Performed	Percentage of Work to be Performed

THIS FORM MUST BE COMPLETED AND SUBMITTED AT THE TIME OF RFQ SUBMISSION, ALONG WITH SIGNED CORRESPONDENCE FROM SLDBE(S)
ON THEIR LETTERHEAD REAFFIRMING NEGOTIATED TERMS. FAILURE TO DO SO WILL RENDER THE BID NON-RESPONSIVE.

NOTE: Signature required even if judged NOT APPLICABLE by the BIDDER

Prime Representative Name: _____ Prime Signature: _____
Print Name Signature

Prime Company's Name: _____ Date: _____

Prime Address: _____ E-mail: _____

_____ Telephone Number: _____

SEWERAGE AND WATER BOARD OF NEW ORLEANS

Attachment E

NON-SOLICITATION AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

1. He /She is the _____
and authorized representative
of _____ hereafter
called "Firm".

2. The Firm has not employed or retained any company or person, other than a bona fide employee working solely for him, to solicit or secure the subject contract. The Firm has not paid or agreed to pay any person, other than a bona fide employee working for him, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the subject contract.

Firm Representative (Signature)

(Print or type name)

(Address)

Sworn to and subscribed before me, in _____ (Location),
this day of _____ 20____.

Notary Public

Notary Identification/Bar Roll Number

SEWERAGE AND WATER BOARD OF NEW ORLEANS

ATTACHMENT F

CONFLICT OF INTEREST DISCLOSURE AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

Before me, the undersigned authority, came and appeared _____ who, being first duly sworn, deposed and said that:

He/She is the _____ and authorized representative of _____, hereafter called "Respondent."

The Respondent submits the attached RFP Response to the Board's RFP Response #_____.

The Respondent hereby confirms that a conflict(s) of interest **exists /does not exist/may exist (circle one)** in connection with this solicitation which might impair Respondent's ability to perform if awarded the contract, including any familial or business relationships that the Respondent, the proposed subcontractors, and their principals have with the Board officials or employees. *(If a conflict(s) of interest exists and/or may exist, describe in a letter the nature of the conflict, the parties involved and why there is a conflict. Attach said letter to this form).*

Respondent Representative (Signature)

(Print or type name)

(Address)

SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF _____ 20____.

NOTARY PUBLIC (Signature)

NOTARY PUBLIC (Print Name)

Notary ID#/Bar Roll #_____